



TAX INCREMENT REINVESTMENT ZONE NO. FOUR

AGENDA REQUEST

AGENDA OF:	11-14-13	AGENDA REQUEST NO:	III-A
INITIATED BY:	STACIE HENDERSON, COMMUNITY DEVELOPMENT ADMINISTRATOR <i>SH</i>	RESPONSIBLE DEPARTMENT:	COMMUNITY DEVELOPMENT
PRESENTED BY:	STACIE HENDERSON, COMMUNITY DEVELOPMENT ADMINISTRATOR	DIRECTOR:	N/A
		ADDITIONAL DIRECTOR (S):	N/A
SUBJECT / PROCEEDING:	CONSIDERATION AND ACTION ON A SUPPORT SERVICES AGREEMENT BETWEEN THE CITY OF SUGAR LAND AND TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR		
EXHIBITS:	SUPPORT SERVICES AGREEMENT		
CLEARANCES		APPROVAL	
PURCHASING:	N/A	LEGAL:	EUGENIA CANO FIRST ASSISTANT CITY ATTORNEY <i>EAC</i>
BUDGET:	N/A	EXECUTIVE DIRECTOR:	JIM CALLAWAY <i>JC</i>
BUDGET			
EXPENDITURE REQUIRED: \$		N/A	
CURRENT BUDGET: \$		N/A	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Consideration and approval of the Support Services Agreement.			
EXECUTIVE SUMMARY			
The City of Sugar Land provides support services such as general administration, financial management, and legal counsel to Tax Increment Reinvestment Zone Number Four (the Zone) in order to administer the Zone and implement the Zone's Final Project Plan. As such, the Support Services Agreement is an agreement between the City of Sugar Land and the Zone which provides a mechanism for reimbursement to the City for these services.			

Under the terms of the agreement, these services may be provided through the use of city facilities and equipment, tasks performed directly by City of Sugar Land staff or through contracts with firms who specialize in the required services. Expenditures for these services may be authorized by the City Manager or his designee on behalf of the Zone in an amount that he is authorized to approve for the City without City Council approval. Any expenditure exceeding this authorization level must be approved by the Zone's Board of Directors.

Through the annual budget process, the Zone's Board of Directors adopts a budget that allows for the City's reimbursement of these expenditures. In accordance with the agreement, the Zone will pay or reimburse the City for the actual costs of providing services, supplies and materials to the Zone. General administrative, financial, legal and other services provided by city staff will be reimbursed at an amount determined and approved annually through the budget process.

The Community Development Department recommends approval of the Support Services Agreement, and with the Board of Director's approval, the agreement will be presented to the City Council on November 19, 2013 for final review and approval.

EXHIBITS

**SUPPORT SERVICES AGREEMENT BETWEEN
THE CITY OF SUGAR LAND, TEXAS, AND
TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR,
CITY OF SUGAR LAND, TEXAS**

This Agreement is made between the City of Sugar Land, Texas (“City”), a municipal corporation and City of Sugar Land Reinvestment Zone No. 4 (“TIRZ No. 4”), a tax increment reinvestment zone created by the City pursuant to Chapter 311, Tex. Tax Code, by Ordinance No. 1768, as amended by Ordinance No. 1807. The parties agree as follows:

- 1. Supplies and Facilities.** The City will provide supplies, materials, and facilities to TIRZ No. 4, including office space, meeting rooms, and office, telephone and communications equipment as requested or needed by TIRZ No. 4 in its day-to-day activities.
- 2. Support Personnel and Services.** The City will provide the personnel and services necessary to support the operations of TIRZ No. 4, including the following:
 - a. General Administrative Services.** The City will provide general administrative services to support the operations of TIRZ No. 4. These services include arranging meetings, posting agendas, preparing documents, publishing required public newspaper notices, maintaining the documents and records of TIRZ No. 4, including the minutes of meetings, and providing similar routine services.
 - b. Financial Services.** The City will maintain the financial books, accounts, and records of TIRZ No. 4, invest TIRZ No. 4’s funds according to the City’s adopted investment policy and as required by State law, prepare the proposed annual budget, and provide similar routine financial services to TIRZ No. 4. The City will provide for the annual audit of TIRZ No. 4’s accounts and financial condition by contracting with the same auditing firm that audits the City’s accounts, the cost of which shall be paid by TIRZ No. 4. The City will bill and collect on behalf of TIRZ No. 4 ad valorem taxes within TIRZ No. 4 from the participating agencies.
 - c. Legal Services.** The City will provide, through in-house counsel or through contracts with law firms, general and routine legal services to TIRZ No. 4, including advice and the review and preparation of resolutions, contracts, and other legal documents or records for TIRZ No. 4. The obligation of the City to provide legal services to TIRZ No. 4 shall not include the duty to defend any claim or lawsuit made against TIRZ No. 4 or its directors.
 - d. Administration of Contracts and Projects.** The City will administer contracts executed by TIRZ No. 4, unless administration is specifically delegated to another person or entity by the contract. The City may execute contracts on behalf of TIRZ No. 4 up to the maximum amount that the City Manager would be authorized to approve for the City without city council approval, if budgeted by TIRZ No. 4.

- e. **Miscellaneous Services.** TIRZ No. 4 may request, and the City may choose to provide, any other support services of a type that are generally provided by the City in its day-to-day operations.
- 3. **Support Services Expenditures.** If budgeted and without further approval of the Board of Directors of TIRZ No. 4, the City Manager or his designee is authorized to make expenditures on behalf of TIRZ No. 4 for any supplies or services provided to TIRZ No. 4 under this Agreement in an amount that the City Manager would be authorized to approve for the City without city council approval. Subject to the foregoing and in accordance with TIRZ No. 4's procedures for the payment of expenditures, TIRZ No. 4 will pay for supplies, materials, and the specified services, as follows:
 - a. **Costs of Materials, Supplies, and Services.** TIRZ No. 4 shall pay or reimburse the City for the City's actual costs of providing services, supplies, and materials provided to TIRZ No. 4 under this Agreement.
 - b. **City Support Service Fees.** For the general administrative services, financial services, legal services, and other services provided by City staff, TIRZ No. 4 shall pay or reimburse the City an amount as determined annually through the City's budget process and as adopted by TIRZ No. 4.
- 4. **General Administrative Authority.** The City Manager and employees of the City responsible for providing services to TIRZ No. 4, including the purchase of supplies or equipment, the acquisition of services, and the payment of the TIRZ No. 4 contracts, bills and debts, have the same authority to take the administrative action necessary on behalf of TIRZ No. 4 to provide the services under this Agreement, as they have in providing the same services to the City. The administrative action(s) are subject to the terms of this Agreement and any restrictions, limitations, or procedures as set forth in or required by State law or resolutions and procedures adopted by the Board of Directors of TIRZ No. 4.
- 5. **Term and Termination.** This Agreement shall be effective from the date approved by both parties and shall continue in effect for consecutive one year terms for the duration of TIRZ No. 4, unless terminated earlier by either party giving thirty days' written notice of termination to the other party.

CITY OF SUGAR LAND

**TAX INCREMENT REINVESTMENT ZONE
NO. 4**

Allen Bogard, City Manager

Date: _____

Glenda Gundermann, City Secretary

Eugenia Cano, Legal Department

Eugenia A. Cano

Name, Chairperson

Date: _____